

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		Page 1	
2. AMENDMENT/MODIFICATION NO. F42650-02-R-AAAA-0004			3. EFFECTIVE DATE -- 1 JUL 2002		4. REQUISITION/PURCHASE REQ. NO. F6LELC21435100	
					5. PROJECT NO (If applicable) N/A	
6. ISSUED BY CODE FA8222			7. ADMINISTERED BY (If other than item 6) CODE			
DEPARTMENT OF THE AIR FORCE, DIRECTORATE OF CONTRACTING OO-ALC/LGK BLDG 1233 6072 FIR AVENUE HILL AIR FORCE BASE UT 84056-5820 BUYER: James L Durrant/LGKF Phone: (801) 777- 4819 Fax: (801) 777-0632 No Collect Calls						
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			9A. AMENDMENT OF SOLICITATION NO. X F42650-02-R-AAAA			
			9B. DATED (SEE ITEM 11)			
			10A. MODIFICATION OF CONTRACT/ORDER NO.			
			10B. DATED (SEE ITEM 13)			
CODE			FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> s extended, <input checked="" type="checkbox"/> s not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. No Change						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
The purpose of this amendment is as follows: 1. Pages 34, 35, and 36 of the Request for Proposal (RFP) are replaced in their entirety with the attached pages 34, 35, and 36 dated 1 July 2002.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			JAMES L. DURRANT Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		

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PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

Form Number	Title	Date	Number of Pages
	Request for Proposal F42650-02-R-AAAA Pages 34, 35, and 36	01JUL2002	3

**PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H-900 AFMETCAL CERTIFICATION FAILURE

(A) If, at any time, the AFMETCAL Detachment 1 audit results indicate a re-inspection is required to determine certification, and the causes of the re-inspection requirement were within the contractor's control, the contractor shall be liable for all direct costs of the re-inspection. The direct costs of the re-inspection shall include, but not limited to the TDY expenses for the inspection team to return to OO-ALC and all costs directly associated with additional Quality Assurance Personnel (QAP) audits following the inspection failure. The Administrative Contracting Officer (ACO) shall have the unilateral right to deduct all related AFMETCAL re-inspection costs from the contractor's monthly invoice(s), until the total costs of the re-inspection have been recovered.

(B) Should the contractor fail to pass any AFMETCAL Certification Inspection, and AFMETCAL Detachment 1 determines a failure to be "unrecoverable" [the level of failure indicates the Contractor does not currently have and cannot timely achieve the requisite ability to produce accurately certified Test Measurement and Diagnostic Equipment (TMDE)], the Government may terminate the contract IAW Clause 52.249-8, Default, (Fixed Price Supply and Services). If the contractor fails two consecutive AFMETCAL Certifications Inspections the Government reserves its right to, under Clause 52.249-8, terminate the contract.

H-901 TECHNICAL AND MANAGEMENT MEETINGS

None of the information received by the contractor from the government, at a technical or management meeting, shall have the effect of changing the provisions of the basic contract or any task order issued under the contract. Only the OO-ALC Contracting Officer is authorized to change the provisions of the basic contract.

H-902 PAYMENT FOR TRAVEL/PER DIEM COSTS

(a) Contractor furnished domestic and/or overseas travel during performance of individual task orders will be reimbursed only if authorized in advance by the Administrative Contracting Officer. After completion of the travel, a copy of the pre-authorization must be attached to the invoice. Travel invoices shall be forwarded to the ordering ACO within 10 working days after completion of the travel.

(b) In accordance with FAR 31.205-46(a)(2), costs incurred by the contractor for authorized travel, lodging, and meals for travel in direct support of a specific task order shall be reimbursed to the extent they do not exceed daily per diem rates set forth in the Joint Travel Regulations.

H-903 GOVERNMENT PROCEDURES FOR ISSUING TASK ORDERS

SF Form 1449 or DD Form 1155 will be utilized to issue Task orders. Standard Form 30 will be used to modify any resultant Task order(s). Task orders for TMDE Repair/Calibration will be issued, utilizing the appropriate pricing schedule as defined in clause H-907. Each task order for TMDE Calibration/Repair shall specify a estimated quantity, applicable to the estimated quantities cited under Schedule B of the contract for the applicable Contract Line Item Number (CLIN).

H-904 IDENTIFICATION OF KEY POSITIONS

(a) The positions identified below are determined to be key positions for the Precision Measurement Equipment Laboratory (PMEL) at OO-ALC

1. Program Manager
2. PMEL Manager
3. Quality Manager

(b) In the event an individual in a key position retires, is reassigned, or terminates his or her employment, the contractor shall notify the ACO, in writing, of such action at least 30 working days before the effective date. The written notification shall include the name of the person leaving and the effective date. In addition, the contractor shall provide the name and résumé of the individual who will be filling the key position. All personnel employed under the PMEL Contract at OO-ALC shall meet the position description for the labor category for which they are proposed, regardless of whether these positions are designated as key personnel as described above.

(c) The government shall be provided the opportunity to review the résumé of the candidates for key positions and provide, to the contractor for consideration any concerns regarding qualifications, security matters, or any other matters, which could, in the opinion of the Government, affect performance under this contract. Rights to résumé review are not limited to the above 3 position descriptions.

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H-905 WAGE DETERMINATION (IAW FAR 22.1012-1)

Service Contract Act, Wage Determination cited in section J of the contract is attached hereto and made a part hereof.

H-906 GOVERNMENT SPONSORED TRAINING

IAW CLINs 0006, 1006, 2006, 3006, 4006, 5006, 6006, 7006, and 8006 the Government may elect to reimburse the contractor for actual costs incurred for Government approved or required training courses. The contractor shall request and obtain approval from the Administrative Contracting Officer, **prior** to attending training courses for which the contractor plans to request reimbursement. The Government will not be required to reimburse any expenses for training courses not approved in advance of the training course start date.

H-907 QUALITY BACKLOG INCENTIVE (QBI) SCHEDULE

Explanation of the QBI Schedule

The QBI schedule provides an alternative, incentive based schedule. The QBI schedule pertains only to the following CLINs:

X002AB, X002AD, X002AF, X002AH, X002AK, X003AB, X003AD, X003AF, X003AH, AND X003AK

Requirements of the QBI Schedule

In order to meet the requirements of the QBI schedule, the contractor shall meet the minimum requirements, as stated in the QBI Schedule (Table 1), for two consecutive ordering periods (an ordering period is defined as one quarter of a calendar year). Upon fulfilling the requirements of QBI Schedule (Table 1) for two consecutive ordering periods and as approved by the Administrative Contracting Officer (ACO), the contractor shall utilize the QBI Schedule Pricing, identified in the CLINs cited above, for invoicing of items completed during the next consecutive ordering period. The contractor is only authorized to use the QBI Schedule Pricing for new items, which have not been completed or invoiced for in any of the previous ordering periods. In order to remain on the QBI Schedule, the contractor shall continue to meet or exceed the requirements of the QBI Schedule (Table 1). Should the contractor fail to meet the requirements of the QBI Schedule (Table 1) and this clause, the contractor shall be notified by the ACO and the next ordering period will revert back to the Standard Pricing Schedule. Once the Contractor has completed two consecutive ordering periods, meeting the requirements of the QBI Schedule, the contractor may again request use of the QBI Schedule Pricing for the next ordering period

QBI Table 1

Element	Standard Schedule	QBI Schedule
Quality	IAW SDS/SOW Requirements	0% to 4.5% Failure
Backlog	IAW SDS/SOW Requirements	Less than a 2% increase

Definition and Determination of QBI Performance Levels

Quality: Quality shall be performed IAW SOW Paragraphs 1.4 and 1.6, and T.O. 00-20-14 Section 3. The summation of Government performed QAE audits for the quarter, IAW Government Quality Assurance Surveillance Plan (QASP), shall be used to determine the overall, percentage failure of items for the ordering period. The following tables shall be used to determine the number of failures (Performance Requirement) for the appropriate sampling size. Table 2 provides the number of units for which the sample size will consist of each period. Table 3 represents the maximum number of units from the sample size, cited under table 2, (performance requirement) which may fail during a given period.

Table 2, Sample Size for the Period

Sample Size for Unknown Lot Size or Lots Greater than 1000	
Maximum Error Rate	Sample Size
4.5%	99

Table 3, Maximum Number of Units Which Can be Failed During the Period

Performance Requirements: Maximum Error Rate	Performance Requirement (number of failed units)
4.5%	2

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Backlog: The percentage increase/decrease shall be determined using the following formula:

$$\% \text{ Increase/Decrease} = \left[\frac{\text{EB} - \text{SB}}{\text{SB}} \right] * 100$$

EB = Ending Backlog for the Period. (EB will be calculated 12 calendar days prior to the end of the task orders period of performance).

SB = Starting Backlog, is the total Backlog at day one of the period

Backlog is defined as: Items received by PMEL, in-work, awaiting repair, contract quality statuses, and other status codes controlled by the Contractor. " Items in an approved deferred status are not considered part of the backlog count.

Monthly Status updates will be provided to the contractor, from the Government PMEL Program Manager, detailing the contractor's status on the aforementioned items. All disputes shall be turned over to the ACO for resolution.

H908 OVER AND ABOVE WORK

(a) Definitions as used in this clause:

(1) "Over and Above Work" means work discovered during the course of performing operations, maintenance, and support efforts that is:

- (i) Within the general scope of the contract;
- (ii) Not covered by the line items for the basic work under the contract;
- (iii) Necessary in order to satisfactorily complete the contract.

(b) Ordering of "Over and Above Work": The following procedures shall be used to order additional "Over and Above Work" under CLINs X007. It is agreed that "Over and Above Work" may be issued at the sole option of the Administrative Contracting Officer (ACO) during the term of the contract, and that the Government has no obligation under this paragraph to issue any such "Over and Above Work". Upon receipt of a task order for "Over and Above Work," the contractor shall quote a price and delivery schedule for the work called for, but shall not proceed with the work until such price is approved by the ACO; however, whenever the ACO determines that it is in the interest of the Government not to delay the performance of the work until such a price is negotiated, the ACO may specify in the task order that the contractor is authorized to proceed. Within 60 days after receipt of such order, the parties shall negotiate a price and delivery schedule which will be incorporated into the task order accordingly.

(c) Task orders for "Over and Above Work" issued under the above paragraph shall include the contract number, be serially numbered, dated and signed by the ACO. The task order shall state the work to be performed and shall refer to the contract item pursuant to which the task order was issued. It shall include, or be modified to include, the price of the work and the delivery schedule. Failure to agree upon a reasonable price shall be considered a dispute and shall be handled IAW the "DISPUTES" clause (FAR 52.233-1) of this contract.

(d) Task orders for "Over and Above Work" will be individually negotiated as either firm fixed-price or cost reimbursable depending upon the requirement and the risk involved in performance.

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